

# **EXHIBIT E**

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NJ & NY BAR\*  
CERTIFIED WORKERS' COMPENSATION  
LAW ATTORNEY\*

August 3, 2007

Re: Agreement for Legal Services Group Claim as against  
Flaum Appetizing Corp.

Dear Sir/Madam:

This letter will confirm the terms of our agreement concerning this firm's representation of you with regard to your claims for certain unpaid wages and perhaps other benefits from Flaum Appetizing Corp., ("Flaum"), Moshe Grudhut and perhaps other principals. You have represented to us that you were or currently are employed by Flaum and that you have not been paid wages as legally required by Flaum and its principals. We will provide all legal services necessary to represent you with regard to these claims. We will prosecute a lawsuit in either the Federal or State courts of New York on your behalf. Your claims will be joined with those of your co-workers who were similarly denied proper wages and benefits. Any other proceeding in any other forum will be the subject of a separate retainer agreement.

You agree, as part of this Retainer Agreement, to be truthful to this firm and to the Court; not to misrepresent or conceal any facts when communicating with this firm even if they appear unhelpful to this lawsuit or your individual interest; not to request or direct that this law firm commit any illegal act or act that will in the law firm's judgment subject it to sanctions; to cooperate with this firm in prosecuting this lawsuit; to perform the obligations called for under this retainer agreement; and to keep this firm timely informed of your current address, cell and home telephone numbers, e-mail and location.

My current regular hourly rate is \$425.00; for Rosemary DiSavino, it is \$375.00; for associates it is \$200.00; for recent law graduates not yet admitted to the bar it is \$165.00; for law students, it is \$150.00; for paralegals and secretaries performing paralegal services it is \$125.00. Please note that the firm reserves the right to increase the hourly fees once annually. It is

our intention to submit a fee request to the court if we are successful, and you agree to cooperate with us on such a request.

This firm will advance all of the expenses of this representation as they are incurred. The term "expenses" includes out-of-pocket costs for items such as experts, filing fees, deposition transcripts, long distance telephone calls, copying, electronic or computer research, postage and travel.

We have offered you the opportunity to retain this firm on an hourly basis, and you have chosen not to do so. Because of your distressed financial situation, you have requested that we assume this matter on a contingent base. In return for doing so, you have agreed that this firm will be entitled to 1/5 of the total combined net damages that you recover i.e. after reimbursement or payment of expenses.

This firm will advance all of the expenses of this representation as they are incurred. The term "expenses" includes out-of-pocket costs for items such as experts, filing fees, deposition transcripts, long distance telephone calls, copying, electronic or computer research, postage and travel.

In addition, you agree that during settlement negotiations, we should seek to apportion any settlement between the attorney's fee portion and your damages, and that the contingent fee portion would apply only to the damages portion of such a settlement. If defendant(s) tenders an unapportioned settlement offer that we agree is fair, you and the firm will make an apportionment of the settlement proceeds based on an understanding that this firm has an interest in the proceeds that would correspond to its statutory fee interest, and that this firm's interest in the proceeds is not capped by the contingent fee percentage set forth above.

You understand that this action is proceeding as a group action. You agree to be a representative of a group of current and former employees of Flaum Appetizing Corp. You agree on behalf of the group as its representative to the contingency fee provisions set forth above. You further agree that you will share the expenses and fee obligations of this case with the other members of the group, and that all sums you advance, if any, will be pooled with similar monies advanced by others for all relevant purposes. You further agree to be bound by the decisions of the Steering Committee concerning this case. You understand that you will be entitled to share in the recovery in this case, and that, if the matter is settled, your share of any such recovery will be based on an apportionment that is fair to the group as a whole. You understand that your share may be based on an estimate of your economic loss or may be based on some other formula that is fair to the group. You understand that you may be entitled to recover less or more than any other individual plaintiff.

Because this is a group action, it is possible that conflicts may exist among the various plaintiffs in the group. In my opinion, no actual conflict exists at this time because all parties named in this lawsuit share a commonality of interest in prosecuting this litigation. You believe that you were denied certain wages and perhaps benefits. All of you have information pertinent to this claim.

In the event that your individual interests subsequently irrevocably diverge from that of the group during the course of this litigation, you will be advised to seek independent counsel to represent your individual interests. By signing this agreement, you expressly agree to this firm's continuing representation of some or all of the other plaintiffs to this lawsuit.

You agree not to discuss settlement of any matter that is subject to this agreement without first consulting me and allowing me to participate in the negotiation of any such settlement. You agree to give serious consideration to any settlement agreement this firm recommends. If you reject such a settlement, you understand and agree that you have effectively discharged this firm from representing you on the claim. Under such circumstances, if we are required to continue representing you, you agree to pay us our standard hourly rates from the beginning of our representation.

You agree to submit any disputes concerning fees under this agreement to final and binding resolution by the Fee Arbitration Committee of Essex County, New Jersey, and by signing this agreement you authorize this firm to initiate same. You also agree to be responsible for any fees and costs incurred in collecting our fees and costs including, but not limited to, court costs and a reasonable attorney's fee.

Will you kindly sign this letter to signify your agreement and return it.

I look forward to continuing to work with you.

Very truly yours

/s/ David Tykulsker

DAVID TYKULSKER

DT:nme

AGREED:

Felipe Romero Pérez

Dated: 8/05/07

NAME: Felipe Romero Pérez  
[PRINT NAME]

Address: 1846 HANCOCK ST

Cell phone: \_\_\_\_\_

Home phone: 1718, 919, 6598

Email: \_\_\_\_\_

Translated into Spanish and witnessed by:

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